

Unit No. 113A

COLLECTIVE AGREEMENT

BETWEEN

KENNEDY LODGE NURSING HOME  
(SERVICE - PART-TIME UNIT)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204  
AFFILIATED WITH THE A.F. of L., C.I.O., C.L.C.

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COLLECTIVE AGREEMENT

BETWEEN:

KENNEDY LODGE NURSING HOME  
(Part-time Unit)  
(hereinafter called the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
Affiliated with the A.F. of L., C.I.O., C.L.C.

**ARTICLE 1 - PURPOSE**

1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

**ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Union as the sole collective bargaining agent of all employees of Kennedy Lodge Nursing Home at 1400 Kennedy Road in Metropolitan Toronto regularly employed for not more than twenty-four hours per week and students employed during the school vacation period, save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, office staff and persons covered by subsisting collective agreements.

2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this agreement.

2.03 Where the masculine pronoun is used in this agreement, it shall mean and include the feminine pronoun where the context so applies.

2.04 The Union and Employer agree to abide by the Human Rights Code.

**ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union acknowledges that all Management rights and

prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer:

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- (c) to hire, transfer, lay off, re-call, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular areas or on the whole.

**ARTICLE 4 - NOT APPLICABLE**

**ARTICLE 5 - UNION SECURITY**

5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union.

5.02 All persons who are in the employ of the Employer at the signing date of this agreement and all new employees who enter the employ of the Employer after the agreement has been signed, shall as a condition of employment authorize regular monthly Union Dues to be deducted from their wages and remitted to the Union, along with a list of employees who have terminated in the preceding month and a list of the employees who have completed their probationary period in the preceding month, no later than the 25th day of the current month along with the employees' name, alphabetically, from whom the deductions were made, and their address. Union dues may be deducted from vacation pay if

such vacation pay is paid in advance of the regular deduction period.

5.03 Deductions with respect to new employees or employees who on the signing date of this agreement have not completed their probationary period shall become effective upon the first regular deduction date following the probationary period.

5.04 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

5.05 Union dues deductions to be shown on T4 slips issued by Employer.

#### **ARTICLE 6 - NO STRIKES OR LOCK-OUTS**

6.01 The Union undertakes that there shall be no strikes, as defined in the Labour Relations Act, during this agreement.

6.02 The Employer undertakes that there shall be no lockouts, as defined in the Labour Relations Act, during this agreement.

#### **ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES**

7.01 (a) It is mutually agreed that where negotiations are conducted on a joint basis between any or all of the Nursing Homes in the Province of Ontario the Union will elect or otherwise select a negotiating committee consisting of one representative from each Nursing Home.

(b) If negotiations are carried on individually it is agreed that the Union will elect or otherwise select a negotiating committee consisting of three employees one of whom shall be the chief steward and one of whom shall be from the part-time unit, if possible.

(c) All members of the committee shall be regular employees of the Employer who have completed their probationary period.

- (d) The Nursing Home members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiations of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings.

7.02 The Employer will recognize the Union Administrative Committee for both the full-time and part-time bargaining units, which shall consist of a chief steward and four (4) stewards, at least one of which shall be a member of the part-time bargaining unit. Not more than two (2) committee members shall meet with Management at one time. The Employer shall be advised of the names of the members of this committee and shall be notified of any changes from time to time. All members of the committee shall be regular employees of the Employer who have completed their probationary period.

7.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible all activities of the Committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged with the Administrator or his designate.

#### 7.04 Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply. An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include



matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussions will include orientation, aggressive residents and workload issues.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as a representative of the Union. Meetings will be held quarterly unless agreed.

It is understood that where full and part-time agreements are separate, there shall be one committee only.

7.05 Stewards will first obtain department head or designate permission, before undertaking Union business. When such Union business has been completed, the employee will advise the department head or designate.

The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiation of the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

8.01 (a) At all steps of this grievance procedure, the aggrieved employee, if desired, may be accompanied by a member of the grievance committee.

(b) All complaints and grievances shall be taken up in the following manner:

### Step No. 1 - Verbal Grievance

An employee having a question or complaint shall refer it to his department heads within five (5) working days of the actual occurrence leading to the question or complaint. The Supervisor shall reply to the employee, giving the answer to the complaint or question within five (5) working days from the date of submission.

### Step No. 2 - Written Grievance

Should the answer to the employee in Step 1 not be acceptable to the employee, then the employee shall submit his or her grievance in writing to the Department Head within seven (7) working days of receiving the answer in Step 1 of the Grievance Procedure. The Department Head shall within seven (7) working days of receipt of the grievance, reply in writing to the employee giving the answer to the grievance.

#### Step No. 3 - Grievance to Administrator

Should the answer to the employee in Step 2 not be acceptable to the employee, then the employee shall submit his or her grievance in writing to the Administrator within five (5) working days of receiving the answer in Step 2 of the Grievance Procedure. The Administrator shall, within five (5) working days of receipt of the grievance, call a meeting of all parties involved and the Administrator shall have five (5) working days following the meeting to study the matter and make his or her reply in writing to the employee.

#### 8.02 Individual Grievance

A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this agreement, including any questions as to whether the matter is arbitrable, and an allegation that this agreement has been violated.

8.03 In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

8.04 Any of the time allowances above may be extended by mutual agreement of the parties, if required, in writing.

#### 8.05 Discharge Grievance

In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged

with the Administrator within four (4) days after the employee is notified of his discharge or within four (4) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure prior to step number 3 may be omitted in such cases.

Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

#### 8.06 Employer's and Union's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this agreement (by the Union or any employee covered by this Agreement), in writing at Step number 3 of the grievance procedure, by forwarding a written statement of said grievance to the SEIU Union Representative of the local union, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance has originated or occurred; the SEIU Union Representative of the local union shall give his decision in writing five (5) working days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step number 4 of the grievance procedure.

#### 8.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number (2) of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances which gave rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

#### 8.08 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or his/her designate within seven (7) days after the circumstances giving rise to the

grievance had occurred or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at step number two (2) and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

#### 8.09 Grievance Process

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to at Arbitration.
- (i) The Union and Employer will share the cost of the

Mediator, if any.

#### Step No.5 - Grievance to Arbitration

Should the Administrator fail to render his decision as required in Step number 3 or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received within five (5) working days after the decision under Step number 3 is given or within ten (10) working days following the meeting under Step number 3 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

#### 8.10 Arbitration Process

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two so nominated shall endeavour within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon the third person as Chairman within ten (10) days after the appointment of the second one of them then either party may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration.

The said two arbitrators first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the third Arbitrator within the said period of ten (10) days to discuss the grievance submitted to them with a view to mutual settlement.

- (b) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- (c) Each of the parties shall pay its own expenses

including pay for witnesses and the expenses of its own arbitrator and one-half of the expenses and fees of the Chairman.

- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- (f) All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- (g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.
- (h) At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties of the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Nursing Home.

#### 8.11 Sole Arbitrator

In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite board of arbitration as hereinbefore referred to, the party submitting the grievance

to arbitration shall so signify when advising the other party and shall advise as to three alternative choices as to a sole arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration the matter shall be determined by a sole arbitrator and failing such agreement the regular arbitration procedure shall apply.

8.12 Having provided a written request to the administrator at least one week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

8.13 Employees are entitled to receive a copy of their performance evaluation if they so request in writing.

## **ARTICLE 9 - SENIORITY**

### **9.01 Effect of Absence**

Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a prorata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-

off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits.

(d) Benefits/WSIB Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or WSIB if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to thirty-six (36) months following the date of the injury.

- (e) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.

9.02 A new employee shall be known as a probationary employee until he has worked 375 hours since the last date of hire which shall include any approved leaves of absence to a maximum of ten (10) working days. It is agreed that the dismissal of a probationary employee shall not be made the subject of a grievance.

Approved leaves of absence in excess of ten (10) working days during the probationary period will not be considered as working days for purposes of completing the probationary period requirement.

- (a) An employee who has completed the probationary period shall be credited with seniority equal to the number of hours paid since the employee's start date.
- (b) Seniority for purposes of layoff, recall, job posting or other non-economic reasons shall accrue up to thirty-six (36) months when an employee is absent due to W.C.B.

9.03 In cases of promotions, demotions or permanent transfers, qualifications, performance and experience will be considered. If these factors are relatively equal then seniority shall govern.

9.04 Any questions having to do with the observance or non-observance of seniority may be the subject of a grievance



and dealt with under the grievance procedure including the arbitration provisions.

#### 9.05 Seniority Lists

The Employer shall supply the Union office and the Chief Steward with a set of seniority lists by departments in January and July of each year, showing employees' names alphabetically, and the number of hours of accumulated seniority and most recent date of hire.

#### 9.06 Loss of Seniority

An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more than thirty-six (36) months by reason of illness or other physical disability; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work, or
- (d) is absent from work for more than thirty-six (36) months by reason of lay-off, or
- (e) is absent from work for more than thirty-six (36) months by reason of absence while on WSIB.

Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

The Union and the Employer agree to abide by the Human Rights Code.

9.07 Employees shall be laid off on the basis of departmental seniority provided that the remaining employees are fully qualified and willing and able to do the work which is available.

9.08 Employees shall be recalled on the basis of reverse order of Departmental Seniority provided that such employees are fully qualified and willing and able to do the work which is then available.

9.09 When an employee transfers from the part-time bargaining unit to the full-time bargaining unit seniority in terms of hours accumulated in the part-time bargaining unit shall be transferred to full-time status and converted to seniority in terms of years and days.

#### 9.10 Mandatory Retirement

The Union and the Employer agree to the following retirement policy:

(i) Retirement is mandatory at age sixty-five (65);

(ii) The Employer has no burden of proof to demonstrate that the employee is no longer capable of performing the work required;

(iii) Present employees beyond the age of sixty-five will be retired twelve months following ratification of the current Collective Agreement.

(iv) The employment relationship ceases at age 65 and as such the Employer has no obligation to provide such employees with any benefits bargained for in this Collective Agreement.

9.11 It is the responsibilities of the employee to provide the employer with his or her current address and telephone number and any changes thereto failure to do so will be just cause for discipline under terms of this agreement. The employer will not be responsible for failure of any notice required within this collective agreement where the employee has failed to provide his or her current address.

### **ARTICLE 10 - JOB SECURITY**

#### 10.01 Lay Off and Recall

In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least 6 weeks notice. This notice is not in addition to required notice for individual employees.

In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance

with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

- if her service is greater than 9 years - 9 weeks notice
- if her service is greater than 10 years - 10 weeks notice
- if her service is greater than 11 years - 11 weeks notice
- if her service is greater than 12 years - 12 weeks notice

#### 10.02 Lay-off Procedure

- (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
  - (i) accept the lay-off; or
  - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
  - (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
  - (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.

- (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
- (vi) In the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.
- (vii) When an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.
- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

#### 10.03 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.  
In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority

provision, or have been found unable to perform the work available.

- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- (f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.

#### 10.04 Benefits on Lay-off

In the event of a lay-off, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid-off employees are not eligible) the Employer shall pay its share of the insured benefits premium for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

10.05 Employees shall be laid off in the reverse order of their seniority, within the facility, provided that the remaining employees are fully qualified and willing to do the work which is available.

10.06 Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and willing to do the work which is then available.

10.07 Note: For purposes of lay-off and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-

time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

10.08 It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, 1 year full-time seniority = 1800 hours part-time seniority.

#### 10.09 Severance Pay

Severance pay will be in accordance with the provisions of the Employment Standards Act.

### **ARTICLE 11 - JOB POSTING**

11.01 In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing he/she intends to postpone or not fill the vacancy) the Employer will post such new jobs or vacancies for a period of ten (10) calendar days and shall stipulate the qualifications, classification, rate, and the department concerned before new employees are hired in order to allow employees with seniority to apply.

The Employer agrees to provide the chief steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

11.02 It is understood that the Employer may elect to fill the vacancy in a part-time bargaining unit by expanding the hours of work of existing part-time employees.

11.03 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as he sees fit. All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one or more employees apply the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal the applicant with the greatest seniority shall fill the vacancy.

If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.

11.04 The Employer will discuss with the unsuccessful applicants upon request the manner in which the employee may improve his

position and his work in order to be considered for any future vacancy.

11.05 The successful candidate will be able to return to her former position if either:

- (a) the employee feels that she is not suitable for the position, and wishes to return to her former position,  
or
- (b) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position,

providing that such a decision, in either (a) or (b) above, is made prior to the expiration of 375 hours worked in the new position. In the event of either (a) or (b) above, the employee will return to her former position and wage rate without loss of seniority. Any other employee transferred as a result of this rearrangement of positions shall also be returned to her former position and wage rate without loss of seniority.

It is understood and agreed that once the trial period has expired, the employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

11.06(a) Any job which is vacant because of illness non W.C.B. related accident, vacation or leave of absence of less than four (4) months duration shall not be deemed to be vacant for the purposes of this article and the Employer is free to fill such vacancy as it sees fit.

- (b) W.C.B. related absences which exceed four (4) continuous months shall be posted in accordance with the job posting procedures. Such job postings will be considered a temporary job posting. Upon determining that an employee will not be returning to work and whose position had been awarded on a temporary basis, the employer shall repost the position as a permanent position in accordance with the job posting provisions (unless the employer notifies the Union in writing that intends to postpone or not fill a vacancy).

11.07 When an employee transfers from the full-time bargaining unit to the Part-Time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to Part-Time status and converted to seniority in terms of one (1)



year equals 1800 hours.

An employee whose status is changed from Part-Time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1800 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

- 11.08(a) A full-time employee covered by this Agreement, changing his/her status to that of a part-time employee shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a part-time status, he/she shall suffer no loss of wage rate and will then progress in seniority and wage rate increase in the same manner as other part-time employees covered by this Agreement. Seniority will be converted based on one calendar year equalling 1800 hours. Sick leave benefits accumulated at time of transfer shall remain to the credit of the employee, but shall not be used.
- (b) A part-time employee, changing her status to that of a full-time employee, covered by the full-time Agreement, shall retain her corporate seniority and her classification seniority. Upon entering into a full-time status she shall suffer no loss of basic wage rate but shall forfeit the premium paid part-time employees in lieu of benefits, and then will progress in seniority and wage rate increase in the same manner as other full-time employees covered by the full-time Agreement. Seniority will be converted based on 1800 hours equalling one calendar year.

11.09 Permanent Transfers

- (a) If an employee is transferred or reclassified to a higher rated job group he shall receive the higher of his present rate or the starting rate of the job to which he

is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

- (b) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform his work as required, at the employee's request or any other reason as determined by the Employer acting within the scope of Article 6 the employee will receive the corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

#### **ARTICLE 12 - NO CONTRACTING OUT**

12.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

#### **ARTICLE 13 - WORK OF THE BARGAINING UNIT**

13.01 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit. The provision does not prevent persons excluded from the bargaining unit from doing such work in emergencies, for training, instruction or in the absence of bargaining unit personnel.

13.02 In the event the Employer plans to change a vacant full-time position into a part-time position, it will advise the Union and discuss its plans with them.

13.03 So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the union, such agreement not to be unreasonably withheld.

## ARTICLE 14 - PRINTING

14.01 It is agreed that the nursing home and the local union will share equally in any cost of the printing collective agreement.

## ARTICLE 15 - LEAVE OF ABSENCE

15.01 The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

If leave of absence is granted the employee shall be advised in writing with copy to the Union.

Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

### 15.02 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

### 15.03 Pregnancy Leave

- (a) An employee who is pregnant shall be entitled, upon application in writing, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is

pregnant and giving the estimated day upon which delivery will occur.

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 15.11 Parental Leave.

- (d) Notwithstanding Article 15.03(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of employment insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefits. In any week the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed 75% of the employee's weekly earnings.

Vested Interest - Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the two (2) week unemployment insurance waiting period and shall continue

while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance Act.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

15.04 An employee who does not apply for leave of absence under Article 15.03(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03(a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

15.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments, and in the event the employee is not entitled to participate in a SUB plan, the Employer will not be required to make its contribution unless the employee continues to pay her share of the premiums by the 15th of the month for which the coverage is intended.

15.06 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a part-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

All employees who fill vacancies as result of the above absences shall likewise be returned to their former positions, as applicable.

15.07 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.06.

15.08 Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

15.09 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

15.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.11 of this Agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

#### 15.11 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the child first came into the care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a common-law relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) The employee shall give the Employer two (2) weeks

written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the employer written notice at least four (4) weeks before the last day of the leave.

- (e) For the purpose of parental leave under Article 15.11 Parental Leave, the provisions under 15.02, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 shall also apply.

#### 15.12 Union Leave

- (a) The Employer shall grant leave of absence to employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees that making requests for leave of absences that it not unduly affect the proper operations of the nursing home.
- (b) Leaves of absence will be granted according to the following conditions:
  - (i) leaves of absence will not be requested for more than three (3) employees in any calendar year.
  - (ii) no employee will be granted more than four (4) leaves of absence in any calendar year.
  - (iii) no leave of absence will be for more than ten (10) consecutive working days.
  - (iv) leave of absence will not be requested for more than one employee from any department at any one time.
  - (v) accumulative leave of absence under this Article will not exceed forty (40) working days in any calendar year.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees, including payroll burden.
- (d) For such leave of absence the Union must give fourteen (14) clear days notice in writing to the Employer.
- (e) While on unpaid union leave of up to 30 days, employees will be maintained on normal pay and benefits (including Pension) and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and WCB) and Pension, but would

not include Health and Welfare and Weekly Indemnity premiums (if applicable).

(f) Union Leave of Absence

Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one month in advance, of any applicable benefits in which an employee is participating during such leave of absence. It is agreed that for the purpose of Workers' Compensation coverage, such employees are deemed to be employed by the Union.

15.13 Bereavement Leave

- (a) Upon the death of an employee's spouse, same sex partner, child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, or daughter-in-law, the employees shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- (d) An employee shall be granted one (1) day bereavement



leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.

- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

Note: It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.

- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

#### 15.14 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Nursing Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the Nursing Home immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Nursing Home the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof.

#### 15.15 Educational Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

The Administrator may grant a request for unpaid leave of

absence to upgrade employment qualifications, provided that the Administrator receives at least one month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

#### **ARTICLE 16 - HOURS OF WORK**

16.01 No employee covered by this Agreement is guaranteed hours of work per day, or per week, or days of work per week. Employees shall be offered work in accordance with their stated availability if the operating requirements of the nursing home are such that such work is warranted.

16.02 There shall be two (2) paid rest periods of fifteen (15) minutes in each full shift and pro-rated for employees working less than a full shift. A full shift shall mean seven and one-half (7 1/2) consecutive hours worked, excluding meal periods and including rest periods.

16.03 A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commences.

16.04 Work schedules covering a two (2) week period will be posted two (2) weeks in advance, for part-time employees working a regular schedule. Employee requests for specific days off must be submitted to the Administrator or designate one (1) week in advance of posting.

16.05 Employees will be required to provide in writing to the employer their availability for work covering a 3 month period. The employer will provided an availability form in duplicate so that employees may retain a copy for verification. The employer will not be required to call an employee for work during the three (3) month period if the employee fails to provide the above noted written availability.

16.06 There shall be no split shifts.

16.07 Part-time employees shall not be scheduled for more than seven (7) consecutive days.

#### **ARTICLE 17 - PREMIUM PAYMENTS**

##### 17.01 Overtime

(a) Overtime shall be paid for all hours worked over seven

and one-half (7 1/2) in a shift or seventy-five (75) hours in a bi-weekly pay period at the rate of time and one-half the employee's rate of regular pay.

- (b) An employee shall not be required to take time off to make up for overtime work, but may take time off with pay equivalent to overtime by mutual agreement.
- (c) Request for changes in posted work schedules by way of exchanges with appropriate qualified employees must be submitted in writing and must be co-signed by the employees willing to exchange days off or shifts, and is subject to the prior approval of the department head which shall not be unreasonably withheld. The Employer shall not be responsible or liable for overtime rate claims and non-compliance with any of the provisions of this Agreement, that might arise or accrue as a result of exchange of shifts.
- (d) Overtime shall be based on the employees regular rate of pay and there shall not be any pyramiding of overtime under this article.
- (e) If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid.

If an employee is required to work an extra two (2) hours overtime, at the end of this shift, one free meal will be supplied.

#### 17.02 Daylight Savings Time

During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for 7 1/2 hours, notwithstanding the fact they have worked either 6 1/2 or 8 1/2 hours.

#### 17.03 Minimum Reporting Allowance

If an employee reports for work at the regularly scheduled time and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employees' regular rate provided that:

- (a) the employee has not been previously notified by the Employer not to report, either orally or by message left at the employee's residence;

- (b) if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

17.04 Article 17.03 shall be waived and not binding upon the Employer in the case of any labour dispute or emergency such as fire or power shortage which disrupts the operation of the nursing home, nor shall it apply to employees returning to work without notice after absence.

#### 17.06 Call-in

All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non overtime rates of pay, before securing an agency replacement.

#### 17.07 Responsibility Allowance for Work Outside the Bargaining Unit

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of half (1/2) a shift, the employee shall receive \$5.50 per shift from the time of the assignment.
- (b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of 1/2 shift, the employee shall receive an allowance of \$5.50 for each shift.
- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

### **ARTICLE 18 - NOT APPLICABLE**

### **ARTICLE 19 - HEALTH AND SAFETY**

19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.

19.02 A joint management and employees health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

19.03 Two representatives of the joint health and safety committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

19.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from The Workers' Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as The Workers' Compensation Board may decide to disclose.

19.05 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

19.06 The Employer will use its best effort to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practise universal precautions in all circumstances.

19.07 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

19.08 The parties further agree that subject for discussion at the joint Labour Management Committee will include aggressive residents.

The Employer shall:

- i) inform Employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- ii) inform employees regarding the risks relating to their work, and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- iii) ensure that the applicable measures and procedures prescribed in the Health and Safety Act are carried out in the workplace.

**ARTICLE 20 - PAID HOLIDAYS**

20.01 An employee shall qualify for holiday pay if:

- (a) he/she has earned wages on at least twelve (12) days during the four (4) weeks immediately preceding a paid holiday, and;
- (b) he/she has worked a full scheduled shift immediately preceding and immediately following the holiday, unless the employee is absent from the preceding and/or following shift due to illness verified by medical doctor's certificate, in which case the employee will be eligible for one (1) days holiday paid during any one (1) period of illness.

20.02 Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the twelve (12) or more days referred to in Article 20.01(a), multiplied by the employees regular hourly rate of pay.

20.03 Employees who have completed three (3) months of service

with the Employer and who qualify under Article 20.01, shall receive the following paid holidays, with pay, calculated as in Article 20.02:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	
Remembrance Day	

If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

20.04 The anniversary date of an employee's employment will be recognized as a float holiday which is to be taken on the anniversary date, or within thirty (30) days following the anniversary date, with payment qualified and computed on the basis of Article 20.01 and 20.02. Notwithstanding Article 20.01, for the purpose of Article 20.04, the number of qualifying days shall be six (6).

There will be an additional paid floating holiday to be taken on a day mutually agreed between the Employer and the employee with payment qualified and computed on the basis of Article 20.01 and 20.02.

20.05 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on his "float holiday", will, in addition to his holiday pay, if any, be paid at the rate of one and one-half (1 ½) times his regular rate of pay for all hours worked on the holiday.

20.06 An employee scheduled to work on a holiday, and who does not report for work, shall forfeit his/her holiday pay unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 20.02.

20.07 For clarification purposes, when a holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before eight (8) a.m.

20.08 There shall be no pyramiding of premium pay, overtime pay and paid holiday pay.

20.09 An employee who has met the qualifier for a paid holiday is deemed to have qualified for lieu day pay.

## ARTICLE 21 - VACATIONS

21.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1 of any year to June 30 of the following year.

21.02 The periods at which employees shall take vacations shall be based on the selection by the employee according to seniority in each department but shall be finally determined by the Employer having due concern for the proper operation of the Nursing Home. All vacation requests shall be submitted by March 15 of each year. In order to facilitate vacation scheduling, employees will indicate first, second and third choices for vacation time off. The Employer will post a draft of the vacation allocation by April 15.

Those employees who did not receive any of their three (3) choices will be entitled to submit three (3) additional choices by April 30.

Vacation requests received after March 15 and after April 30, where appropriate, will be considered on a first come-first served basis, determined by the Employer having due concern for the proper operation of the Nursing Home. Any vacation time remaining and for which requests have not been received by September 30 of any year, will be scheduled by the Employer at the Employer's discretion.

21.03 Vacation time will be scheduled at any time during the year except from December 15 to January 15 and will be mutually arranged between the individual employee and the Employer.

The Employer agrees to allow two (2) employees from each shift to take vacation during the Christmas period on a rotating seniority basis under the following conditions.

- (a) There are replacement staff who are available to fill in during this period.
- (b) At least two (2) months' notice is given to the Employer of an employee's intention to exercise vacation time during the Christmas period.
- (c) The Employer in its own discretion may refuse requests to take vacation during the Christmas period if for any reason the efficient operation of the Nursing Home will be detrimentally affected, and such a decision will not be subject to a grievance.
- (d) The scheduling of such vacation will be at the discretion of the Employer.



21.04 Vacations are not cumulative from year to year and all vacations must be taken by no later than June 30 of any year. During the prime vacation months of June, July, August and September, Employees shall be limited to three (3) consecutive weeks vacation where so earned and approved. Employees shall not waive vacation and draw double pay.

21.05 Employees who have not completed their probationary period as of the cut off date will receive 4% of their gross earnings during the vacation year.

21.06 Employees who have completed their probationary period as of the cut off date will be granted one (1) day's vacation for each month of service to a maximum of 10 days. Vacation pay for such employees will be 4% of gross earnings during the vacation year.

21.07 Employees with 1800 hours paid on or before the cut off date of the current year shall receive two (2) calendar weeks vacation. Vacation pay for such employees will be 4% of gross earnings for the vacation year.

21.08 Employees with 5400 hours paid on or before the cut off of the current year shall receive three calendar (3) weeks vacation. Vacation pay for such employees will be 6% of gross earnings for the vacation year.

21.09 Employees with 14400 hours paid on or before the cut off date of the current year shall receive four (4) calendar weeks vacation. Vacation pay for such employees will be 8% of gross earnings for the vacation year.

21.10 Employees with 27000 hours paid on or before the cut off date of the current year shall receive five (5) calendar weeks vacation. Vacation pay for such employees will be 10% of gross earnings for the vacation year.

21.11 Employees with 45,000 hours paid on or before the cut-off date of the current vacation year shall receive six (6) calendar weeks vacation. Vacation pay for such employees will be 12% of gross earnings for the vacation year.

21.12 Employees who have lost their seniority and have terminated their employment as set out in Article 13 herein between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the annual vacation to which such employees shall be entitled from the cut off date of the year of termination of employment, which shall be paid no later than the next regular payroll date.

21.13 Vacation pay will be paid to all employees in advance of

their vacation, on the regular pay day providing the employee so requests and such request is received in writing with at least three (3) weeks' advance notice to the Employer. The Employer may pay vacation pay as part of the regular pay. In such circumstances, the employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

#### 21.14 Seriously Ill Prior to Vacation

It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to her scheduled vacation.

Vacation time off will be scheduled in minimum one week blocks commencing on a Saturday and ending on Friday.

21.15 During the summer vacation period, employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. An employee exercising her option shall not, as a result of such extra work, change her employment status (i.e. part-time, full-time).

### **ARTICLE 22 - HEALTH AND INSURANCE BENEFITS (PRORATION)**

22.01 Employees covered by this Collective Agreement will receive a premium of fifty-six cents (56 cents) for each hour worked in lieu of the following benefits: O.H.I.P., Extended Health Care Plan, Dental Care Plan, Group Life Insurance, Vision Care Plan, Sick Leave, Uniform Allowance and Shift Premium. This will be payable every pay period and will be in addition to the hourly wage rate.

22.02 The Employer agrees to participate and provide a pension plan as per the Central Nursing Homes and Service Employees International Union.

22.03 The employee's share of the employer's unemployment insurance premium reduction will be retained by the employer towards offsetting the cost of the benefits contained in this agreement.

#### 22.04 The Nursing Home and Related Industries Pension Plan

1. In this Article, the terms used shall have the meanings as described:

.01 Plan" means the Nursing Homes and Related Industries

Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, including:

(i) the straight time component of hours worked on a holiday;

(ii) holiday pay, for the hours not worked; and

(iii) vacation pay.

All other payments, premiums, allowance etc., are excluded.

"Eligible Employees" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

- .02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to 4% (four percent) of applicable wages to the Plan. The Employer shall match such contributions, the amount being 4% (four percent) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- .03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations,

the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the employer of this increased obligation to the extent that any such obligations exceeds that which the employer would have if the plan were a defined contribution plan.

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the plan.

For further specificity, the items required for each eligible employee by article .05 of the agreement are:

- (i) To be Provided Once Only at Plan Commencement

Date of Hire  
Date of Birth  
Date of first Remittance  
Seniority List (for purposes of calculations past  
service credit)

(ii) To be Provided with each Remittance

Name  
Social Insurance Number  
Monthly remittance  
Pensionable Earnings

(iii) To Be Provided Once, and if Status Changes

Address as provided to the Home  
Termination date when applicable

(iv) To Be Provided Once if they are Readily Available

Gender  
Marital Status

#### **ARTICLE 23 - INJURY AND DISABILITY**

23.01 Where an employee is absent due to illness or injury which is compensable by Workers' Compensation, the following shall apply:

- (a) The employee will not be eligible for paid holidays or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
- (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

23.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 15) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

23.03 The injured employee shall have a period of three (3) years from the date of the injury within which she shall

preserve the seniority which she had accrued up to the time of the accident and within which she shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

23.04 If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.C.B. claim or illness, or at the expiry of the normal maternity, or adoption leave provisions, and the employee's former permanent position still exists. The employee will be returned to her former job former shift if designated, classifications and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

If an employee returns to work after fifty-two (52) weeks following the commencement of the W.C.B. claim but prior to two (2) full years mentioned above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits.

23.05 If, on the recommendation of the Workers' Compensation Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the Nursing Home, in a classification which is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience and ability by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

#### **ARTICLE 24 - SICK LEAVE**

24.01 Employees absent from work due to illness or injury where such absence exceeds two (2) days are required to keep the employer informed of their status on a current basis. The employee shall contact his or her respective department head on a required basis for the purpose of informing the Employer of his or her progress and to assist in planning for his or her return to work.

#### 24.02 Annual Medicals and Sick Leave Certificate

The employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to M. Teplitsky

forthwith for a decision.

If the employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside OHIP, the employer will pay for certificate. In the alternative, the employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the employer shall pay for any medical fees charged beyond OHIP in relation thereto.

24.03 Employees absent from work due to illness or injury where such absence exceeds two (2) days are required to keep the Employer informed of their status on a current basis. The employee shall contact his or her respective department head on a required basis for the purpose of informing the Employer of his or her progress and to assist in planning for his or her return to work

#### **ARTICLE 25 - COMPENSATION**

25.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

##### 25.02 Retroactivity

Retroactivity for wages shall be paid on a separate cheque within thirty (30) days of the award to employees on the basis of all hours paid since January 1, 2001. If an employee shall have terminated his employment since January 1, 2001 the Employer shall advise the employee by notice in writing to the last known address on the records of the Employer and the employee shall have 30 days from the posting within which to claim any payment due to him/her and failing claim for payment, the Employer shall not be further obligated for payment to such employee.

##### 25.03 Temporary Transfers

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.

##### 25.04 New Classifications

When a new classification (which is covered by the terms of

this agreement) is established by the Home, the home shall determine the rate of pay for such new classification and notify the local union of the same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

#### 25.05 Wage Progression

Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,800 hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the Workers' Compensation Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.



**ARTICLE 26 - BULLETIN BOARD**

26.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices two (2) bulletin boards in such place so as to inform all employees in the bargaining unit of the activities of the Union. It is agreed that

no notice will be posted on the bulletin boards without prior written approval by a Union Steward.

#### **ARTICLE 27 - PAY DAYS**

27.01 The Employer agrees that wages will be paid bi-weekly. Employees will be paid wages for each pay period including any overtime or premium pay due the employee for such pay period on the Thursday following the pay period after 2 p.m. Where the hours of work are averaged over a two week period, that two week period will be the same two weeks as the pay period.

The Employer shall provide all pay cheques, or in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the cheque or stub is not handed to them directly by office or management personnel. For purposes of this article it is understood that management personnel does not include RN's or RPN's.

27.02 Employees will be paid on a Thursday during working hours on the following basis:

- (a) The night shift will be paid prior to completing the Friday a.m. shift;
- (b) The day shift will be paid during the day shift working on Thursday, commencing at 2:00 p.m.;
- (c) The afternoon shift will be paid during their regular shift, on Thursday;
- (d) Employees who are off on Thursday will be paid on Thursday commencing 2:00 p.m.

27.03 Upon termination or lay off the employee will be paid his final pay and his vacation pay on the regular pay day for that pay period within which he terminated or was laid off.

27.04 The employee will be paid in a case of a pay cheque error caused by the Employer within the next four (4) working days excluding weekends and statutory holidays.

27.05 Employees will endeavour to provide a minimum of two (2) weeks notice of termination of employment.

#### **ARTICLE 28 - INTERPRETATION**

28.01 The word "employee" as used in this agreement shall mean an employee who works forty-eight (48) hours or less in a bi-

weekly period.

It is understood and agreed that an employee who works more than forty-eight (48) hours in a bi-weekly period, for up to twenty (20) consecutive weeks, shall retain her part-time status under this agreement according to the following conditions:

- (a) The employee is replacing a temporarily absent employee (who may be either full-time or part-time employee).
- (b) The employee will, under normal circumstances return to her former position at the end of the replacement period.

28.02 A part-time employee, who it is understood is covered by this collective agreement, is one who is committed to and works a regular schedule of hours such that the total of bi-weekly scheduled hours is forty-eight (48) hours or less.

28.03 The part-time employee will also commit herself to work additional days upon request by the Employer, for example, during the vacation period, during the Christmas and New Year's period, to replace an employee who fails to report for her scheduled shift, and at least an alternate paid holiday if required at any of these times. It is understood that the Employer will recognize the integrity of the part-time position, and will not make unreasonable requests for additional work by part-time employees. However, it is also understood that unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary measures, including dismissal, being instituted by the Employer.

28.04 An on-call employee, who it is understood is covered by this collective agreement, is an employee who is called to work occasionally, usually in an on-call basis, but who does not work a regular schedule, or does so only for a specified period, but not for the purpose of depriving another employee of regular employment.

## **ARTICLE 29 - PERSONAL FILES**

### 29.01 Letters of Reprimand

Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, except in the case of incidents involving third party interface i.e. residents and family where the record will remain on file.

### 29.02 Suspension

- (a) Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface ie: residents and family where the record will remain on file.
- (b) An employee who is receiving notice of suspension or discharge shall have the right if she so requests, to the presence of the union steward, or if not available, a union committee member who is working on the current shift.

## **ARTICLE 30 - TERM**

30.01 This Agreement shall be effective from January 1, 2001 and shall continue in effect until December 31, 2003, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

30.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

30.03 If, pursuant to such negotiations, an agreement in the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Labour Relations Act, 1980 of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1980, as amended, whichever should first occur.

Martin Teplitsky shall remain seized of any issues relating

to the incorporation of this result into the collective agreement.

DATED AT TORONTO, THIS                      DAY OF    2002.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DM/WS

SCHEDULE "A"  
KENNEDY LODGE  
CLASSIFICATION AND WAGES

Effective	Jan. 1/01 2.5%	Jan. 1/02 2.5%	Jan. 1/03 3%	Aug. 1.03 10 Cents	
<u>R.P.N.</u>					
Start	16.175	16.579	16.994	17.504	17.604
1 Year	16.630	17.046	17.472	17.996	18.096
2 Years	17.024	17.450	17.886	18.422	18.522
<u>Dietary, Laundry Aides, Janitor</u>					
Start	13.660	14.002	14.352	14.782	14.882
1 Year	14.074	14.426	14.786	15.230	15.330
2 Years	14.499	14.861	15.233	15.690	15.790
<u>Nurse Aide; Activity Aide (Uncertified)</u>					
Start	13.832	14.178	14.532	14.968	15.068
1 Year	14.236	14.592	14.957	15.405	15.505
2 Years	14.670	15.037	15.413	15.875	15.975
<u>H.C.A., Activity Aide (Certified)</u>					
Start	13.983	14.333	14.691	15.132	15.232
1 Year	14.408	14.768	15.137	15.592	15.692
2 Years	14.832	15.203	15.583	16.050	16.150
<u>Maintenance</u>					
Start	15.640	16.031	16.432	16.925	17.025
1 Year	16.014	16.414	16.825	17.329	17.429
2 Years	16.438	16.849	17.270	17.788	17.888
<u>Cook I</u>					
Start	15.094	15.471	15.858	16.334	16.434
1 Year	15.569	15.958	16.357	16.848	16.948
2 Years	15.973	16.372	16.782	17.285	17.385
<u>Cook II</u>					
Start	14.499	14.861	15.233	15.690	15.790
1 Year	14.943	15.317	15.699	16.170	16.270
2 Years	15.367	15.751	16.145	16.629	16.729

Handyman: A premium of 15 cents per hour above the applicable Janitor rate to be paid for all hours worked in the Handyman classification when designated by the Employer.

Activity Aides who hold a Health Care Aide Certificate or Recreation Certificate shall receive the same rate of pay as those employees in the Health Care Aide (HCA) classification.

The above rates include pay equity adjustment of .40 cents.

LETTER OF UNDERSTANDING 1

Re: Contracting Out - Article 12

The Union agrees that the maintenance department is and can be contracted out under the terms of the collective agreement and that such contracting out will not be the subject of a grievance.

The Employer agrees that all laundry positions contracted out as of December 14, 1990 were placed into the bargaining unit as of December 14, 1990 and shall be paid in accordance with Schedule "A".

The Employer agrees that prior to contracting out any future position that, provided it is reasonably practicable, it will notify the Union 30 days in advance and allow the Union to discuss the contracting out should it wish to do so.

DATED AT TORONTO, THIS                      DAY OF    20   .

FOR THE EMPLOYER

FOR THE UNION

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LETTER OF UNDERSTANDING 2

The Employer will provide the Union with a copy of any addition or amendment to the Employee's Standard of Conduct Booklet.

DATED AT TORONTO, THIS                      DAY OF    20   .

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Re: Job Security

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the union as soon as practical after the receipt of their annual CMI results. The employer agrees to provide the union with staffing levels, the impact of related payroll costs on staffing levels and a written notice of the CMI results for the facility.

The purpose of this meeting is to discuss the impact of the CMI changes on the staffing of the facility, and provide the union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

DATED AT TORONTO, THIS                      DAY OF    20   .

FOR THE EMPLOYER

FOR THE UNION

Pension letter of Understanding

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or the amount owing by the Plan the Employer, an auditor from the firm of Orenstein and Partners will be retained to adjudicate the issue, and the auditor's cost will be shared equally by the Employer and the Plan.

Arbitration Teplitsky will remain seized of this issue, should either party find this process unsatisfactory.

2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Plan which may impact the Employer either financially or administratively. To this end the Employer and the Union will form a committee consisting of three members from each side.
3. In consideration of the Employer forthwith paying those contributions which have not been matched by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which arise from the failure to collect the Employee matching contribution.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.
5. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

DATED AT TORONTO, THIS                      DAY OF    20   .

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN

KENNEDY LODGE NURSING HOME

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204

RE: CMI RESULTS

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual CMI results. The Employer agrees to provide the Union Representatives with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI results for the facility.

The purpose of this meeting is to discuss the impact of the CMI changes on the staffing levels in the facility, and quality care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

DATED this 18<sup>th</sup> day of December 2000.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNION

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LETTER OF UNDERSTANDING

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 204

and

THE PARTICIPATING NURSING HOMES  
(for the Nursing Homes listed in Appendix "A" of the  
Terms of Reference signed by the parties)  
(the "Employers")

The Union will pursue its legal action against the government  
for funding of the pay equity increases.

DATED this 18<sup>th</sup> day of December 2000.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNION

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PAY EQUITY AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 204

and

THE PARTICIPATING NURSING HOMES  
(for the Nursing Homes listed in Appendix "A" of the  
Terms of Reference signed by the parties)

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the 3% payment in 1995 which exceeded the employers minimum obligation by 2%, carries forward and captures the obligations up to and including the expiry dates of the prior collective agreements.

The adjustments in the Memorandum of Settlement dated December 18, 2000 resolve all current outstanding issue of Pay Equity and the obligations under the Proxy Pay Equity plan for 2001, 2002, 2003 and to the expiry of the agreements negotiated on December 18, 2000. The parties further agree that the following additional pay equity adjustments resolve the remaining pay equity obligations and will be paid on the following dates:

Agreement renewal date in 2004 - 10 cents per hour  
Agreement renewal date in 2005 - 10 cents per hour  
Agreement renewal date in 2006 - 10 cents per hour

This provision shall not prejudice the right of the Union to negotiate and proceed to Mediation and Arbitration for the period(s) following the expiry of the agreements negotiated on December 18, 2000.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the Collective Agreements.

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement

The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act.

DATED this 18<sup>th</sup> day of December 2000.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE  
UNION

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